

# STATE OF ARIZONA

# DEPARTMENT OF TRANSPORTATION PROCUREMENT



#### ELECTRONIC REQUEST FOR QUOTE

ADOT SOLICITATION REFERENCE NUMBER: T09-12-00004

Commodity Code: **0988-0036, 0988-0036-0001** 

Description: Landscape; On-Call General Landscape Labor for the Motor Vehicle Division

Office in Prescott, Arizona

DUE DATE: Wednesday, July 10, 2008 at 5:00 P.M. MST

DATE POSTED: June 12, 2008

Submittal Location: Arizona Department of Transportation

**Procurement Group** 

1739 W. Jackson Street, Suite A

Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Procurement Officer: Amir Sakhi Phone: (602) 712-8584

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

#### "An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

TABLE OF CONTENTS	<b>PAGE</b>
Title Page	1
Section 1.0, Scope of Work	1-6
Section 2.0, Uniform Terms and Conditions	6
Section 3.0, Special Terms and Conditions	6-11
Section 4.0, Uniform Instructions to Offerors	11
Section 5.0, Special Offer Submittal Instructions	11-12
Exhibit 1, Certificate of Insurance	13
Exhibit 2, Cost Estimate – Repair and Extra Work	14
Attachment 1, Price Sheet	15
Attachment 2, Offer and Contract Award	16
Attachment 3, Substitute W-9 Form	17
Attachment 4, Non-Collusion Affidavit	18
Attachment 5, References	19

# 1.0 SCOPE OF WORK

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 <u>et seq.</u>, the Arizona Department of Transportation hereinafter referred to as the Department intends to establish an on- call "as-needed" contract for the landscaping services for the Motor Vehicle Division office in Prescott, Arizona.

The contractor shall provide all necessary labor, tools, equipment, supplies and materials to perform the required services.

#### 1.1 WORK SCHEDULE

All work shall be performed during the hours of 6:00 A.M. through 6:00 P.M., Monday through Friday. The contractor's work hours must correspond to the Department's. The Department's work hours may vary to accommodate seasonal changes. Work will not be performed on weekends or State Holidays without prior approval from the Department.

#### **Emergency Requests**

In the event emergency work will need to be performed, the Department will notify the contractor verbally when and where the service is required. The contractor will have <u>24 hours after notification</u> to respond to the site and complete the required service as specified by the Department.

# 1.2 WORK DETAILS

Contractor shall be responsible for any or all of the following:

Pulling weeds, pruning trees and shrubs, planting trees and shrubs, raking, irrigation maintenance / repair, and equipment operation. Other landscape duties may be assigned as deemed necessary by the Department.

Contractor is responsible for legally disposing of all material and for all dump fees.

#### Grounds, Sidewalks and Parking Lots

All trash, paper and other litter shall be removed from the grounds and parking lots. Litter shall include but is not limited to: Paper, stones, bricks, boards, sticks, brush, cans, metal, fruit and palm fronds.

Grounds shall be hand raked, as necessary to maintain a neat, manicured look. Particular attention should be given to prevent accumulation of cigarette butts.

The contractor shall be responsible for picking up all litter within the specified contract area and disposing of all material and for all dump fees.

Accumulated litter (except large objects such as boards, tires, rocks, etc.) shall be placed in bags. If bags of litter and large objects are stacked and stored for later collection by a truck, they shall be placed no closer than ten (10) feet from the edge of the pavement and shall be picked up BY THE END OF THE WORK DAY. Dead animals shall be disposed of in accordance with County Health and landfill regulations and provisions.

## Trimming and Pruning

Trimming - Trees shall be trimmed to twenty-four (24) inches above the ground level to facilitate visual inspection of the irrigation system and as necessary to remove dead, diseased, or injured wood; control or direct growth; remove crossed limbs; eliminate growth encroaching on roadway; and raise the canopy in accordance with instructions from the Department.

Trimming - Shrubs shall be trimmed in a manner consistent with good horticultural practices, as necessary, to facilitate visual inspection of the irrigation system; remove dead, diseased, or injured wood; control or direct growth; remove crossed limbs; eliminate growth encroaching on the roadway and raise the canopy in accordance with instructions from the Department.

#### <u>Irrigation</u>

The Contractor shall be responsible for surveillance of the irrigation system on each work schedule, to assure that all component features are operating and all trees and plants receive the proper amount of water to maintain health and vigor. This will involve adjusting the irrigation systems for appropriate seasonal frequencies.

# Pest and Rodent Control

The Contractor shall control pests within the contracted area. Pests may include, but are not limited to pests such as weeds, ants, rodents, insects, gophers, and other pests which burrow, crawl, fly, nest or otherwise reside within the contracted area.

The Contractor shall take all normal precautions common to the trade and institute proper procedures for the control of weeds, insects, pests or disease and shall be responsible for all damages resulting from improper procedures or the failure to take normal precautions.

The Contractor shall notify the Department prior to any work. No pest control procedures shall begin until approved by the Department.

The Contractor shall furnish all chemicals, herbicides, rodenticides, insecticides, equipment and labor to provide pest control services.

All materials, chemicals, and fertilizers used on this project must be approved by the Department, in writing, prior to application. Failure to comply shall be sufficient grounds for immediate termination of the Contract.

The Contractor shall apply all herbicides and pesticides in strict conformance with the manufacturer's instructions as they appear on the label and as approved by the rules and regulations of the Agency issuing the Contractor's Pesticide License.

#### Pesticide/Herbicide/Fertilizer Information

Any pesticide/herbicide/fertilizer information given to the Contract Administrator shall include:

Material Safety Data Sheets (MSDS) for each product.

Copies of all labels of products proposed for use under this contract.

Contractor's name and pesticide license number if pesticide application is to be performed by a separate firm.

The Contractor shall be responsible for any adverse affects or death of plant materials, including runoff and drift onto adjacent properties, caused by the application of chemicals. Plants killed or severely damaged by pesticides shall be replaced at no cost to the State with the nearest size nursery stock available to the size of the dead or severely damaged plant.

The treated soil area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing replacement plants.

Materials, techniques, and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. All Pesticides used shall be labeled for Landscape use. Failure to comply shall be sufficient grounds for immediate termination of the contract.

All pesticides used will be in the original manufacturers marked containers and tank-mixed on site. The Contractor shall provide storage of chemicals at off-site locations, delivering to the work site only sufficient equipment and materials to complete each task.

Restricted use Pesticides and Herbicides with an LD-50 number lower than five-hundred (500) will NOT be permitted in the landscape area.

Post emergent herbicides will have an approved dye added to facilitate inspection after application.

#### Erosion

Erosion in the landscape area due to storm damage, traffic accidents and vandalism shall be the Department's responsibility and may be repaired by the Contractor in accordance with an approval from the Contract Administrator.

Erosion problems caused by routine operation of the irrigation system, or by the Contractor's employees and equipment, shall be the Contractor's responsibility to repair as directed by the Department and subject to the Department's approval. No additional payment will be made for this item.

# 1.3 <u>REPAIRS AND EXTRA WORK:</u>

The Department may request the Contractor to perform repairs and extra work which is beyond the scope of the contract. In the event questions arise concerning areas of responsibility, the Department shall have final authority and reserves the right to make any necessary repairs.

Replacement plants, major parts, and certain other materials shall be furnished by the Department. However the Department may grant approval to the Contractor to purchase the replacement items and invoice the Department in accordance with the provision of this section.

When repair or extra work is requested, the contractor shall complete a **Cost Estimate – Repair and Extra Work Exhibit 2.** The cost estimate shall contain:

Labor total calculated by using the unit price entered on the Price Sheet, Attachment 1 for Labor cost per hour and Operator cost per Hour for Repairs and Extra Work. Labor and Operator rate **shall not include travel time to and from the job site**.

**Firm price** for materials shall include tax, freight, and handling. Deviations from the estimated cost of materials which result in an increased cost to the Department must have the written approval of the Contract Administrator. No work shall be started or materials purchased until the Cost Estimate has been approved by the Contract Administrator. In case of emergency repairs, the Contract Administrator or his/her representative may grant verbal approval for the Contractor to proceed.

Once the Cost Estimate for repairs has been accepted, the Contractor shall act promptly and proceed with the repairs.

The Contractor, at no cost to the Department shall rework any unacceptable repairs.

ALL subsurface repairs shall be inspected by the Department prior to backfilling.

# 1.4 **STAFFING**

The Contractor shall provide an adequate number of employees required to complete the work at each facility as described in the solicitation. Contractors should carefully consider the labor requirements to perform all tasks.

#### 1.5 EQUIPMENT

The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract. This includes sufficient "back-up" equipment to provide **uninterrupted** service when equipment breakdown occurs.

Contractor's equipment shall comply with ALL applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals.

Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

Equipment utilized herein shall be equipped with top-mounted, amber rotating beacon light(s) that shall be in operation at all times while equipment is operated within the Department's right-of-way. Rotating amber beacon lights shall be equal to code three, 6105 rectangular and/or 550 round for uniformity and shall be mounted in such a manner as to be clearly visible from all directions for a distance of 500 feet.

Contractor shall ensure that all vehicles/equipment utilized herein and within the Department right-ofway shall be equipped with a working back-up alarm that is audible and distinctly distinguishable from other noise around the worksite.

The Department reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.

# 1.6 **QUALITY CONTROL**

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and Contractor's employees shall at all times be attentive to the safe preservation of persons and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

The Contractor shall outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

All areas shall be cleaned of any excess or spilled materials or debris resulting from Contractor's work on the same day debris is generated.

The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

The Contractor will not be responsible for any building material that needs to be replaced or repaired. However, the Contractor will advise the Department of any problem areas.

#### 1.7 **INSPECTION**

In the event service performed is unsatisfactory or is **NOT** in accordance with the specifications the Contractor shall, upon notification by Contract Administrator, at no cost to the Department rework any unacceptable repairs.

# 1.8 SUSPENSION OF WORK

Weather

The contractor shall suspend operations if weather or road conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the contractor shall immediately notify the Contract Administrator or their designated representative.

The Contract Administrator or their representative may suspend work operations at any time when, in their judgment, present or impending weather conditions are such that work operations cannot be carried out in a safe, effective manner.

VIOLATION OF SAFETY RULES, REGULATIONS OR PRACTICES MAY BE CONSIDERED GROUNDS FOR TERMINATION OF THE CONTRACT.

#### 1.9 SUPERVISON

The Contractor shall provide the Department with the name and telephone number of the Contract Supervisor overseeing the work operations. The supervisor shall have authority to make decisions concerning the day to day operations and shall assist the Department's appointed representatives in making on-site inspections. This supervisor shall be competent in all matters relating to the specific tasks involved in this contract.

#### 2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf or contact Amir Sakhi at (602) 712-8584.

#### 3.0 SPECIAL TERMS AND CONDITIONS

## 3.1 TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein.

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

The Aggregate amount of this contract shall not exceed \$50,000.00.

#### 3.2 CHANGES

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

#### 3.3 EVALUATION

In accordance with the Arizona Procurement Code ARS §41-2535, awards shall be made to the lowest responsible and responsive bidder whose offer conforms in all material respects to the requirements and criteria set forth in this Electronic Request for Quote.

#### 3.4 ACCEPTANCE

Each project shall be subject to a complete inspection by the Contract Administrator's Representative. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

#### 3.5 INVOICING

Upon satisfactory inspection and acceptance by the Department of the completed project(s), the contractor shall submit an invoice for payment to the address shown on the Department's purchase order.

All invoices shall contain the purchase order number, contract name and number, Contractor's name, address and phone number and the name of the Contractor's representative to contact concerning billing questions.

Invoices not sent to the proper address, as listed on the purchase order(s), or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the services provided within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE SERVICES PROVIDED TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

#### 3.6 PROMPT PAYMENT DISCOUNT

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Price Sheet, Attachment 1).

# 3.7 SAFETY STANDARDS

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

#### 3.8 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact, Amir Sakhi, Procurement Officer, (602) 712-8584.

#### 3.9 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

#### 3.10 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 3.11 FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

#### 3.12 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 3.13 **INSURANCE**

The contractor shall furnish certificates similar to Certificate of Insurance, Exhibit 1, inclusive of the following requirements to the department. Certificate(s) shall be received within five (5) calendar days of notification of tentative award by the Procurement Officer and prior to contract execution.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives. employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of Α. liability not less than those stated below.

# 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

•	General Aggregate	\$1	,000,000
•	Products – Completed Operations Aggregate	\$	500,000
•	Personal and Advertising Injury	\$	500,000
•	Blanket Contractual Liability – Written and Oral	\$	500,000
•	Fire Legal Liability	\$	25,000
•	Each Occurrence	\$	500,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

# 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$500.000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

# 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory **Employers' Liability** Each Accident

\$ 100,000

Disease – Each Employee \$ 100,000 Disease – Policy Limit \$ 100,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- **B.** <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, ATTN: Amir Sakhi, and shall be sent by certified mail, return receipt requested.
- **D.** ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, ATTN: Amir Sakhi.

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.** 

- **F.** <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- **G.** <u>APPROVAL:</u> Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- **H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### 3.14 <u>LICENSES, PERMITS, CERTIFICATIONS, FEES</u>

Contractor shall be licensed through Arizona Registrar of Contractors for the type of work to be performed. Contractors providing other services which are not licensed through Arizona Registrar of Contractors shall be licensed in accordance with the requirements of Arizona Law.

Contractor and any subcontractor shall, at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

Contractor shall submit copies of the appropriate licenses with the offer package. Refer to Special Offer Submittal Instructions, Section 5.

#### 3.15 REFERENCES

Offerors shall provide, on the **References, Attachment 5**, references from at least three (3) organizations for whom Landscape Maintenance Projects or equivalent service of similar size and scope have been provided for the past thirty-six (36) months.

#### 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf or contact Amir Sakhi at (602) 712-8584.

# 5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the Electronic Request For Quote, page one (1) by the time indicated.

- PRICE SHEET (Attachment 1)
- SIGNED OFFER & CONTRACT AWARD SHEET (Attachment 2)
- **SUBSTITUTE W-9** (Attachment 3)
- NON-COLLUSION AFFADAVIT (Attachment 4)
- **REFERENCES** (Attachment 5)
- LICENSE(S)

Responses may be faxed to: (602) 712-8647, Attention: Amir Sakhi. Responses must be in writing and signed.

# 5.1 PRICE SHEET (ATTACHMENT 1) RATE INFORMATION

Pricing for the resultant contract will be determined by the Price Sheet, in accordance with the Electronic Request for Quote. The following will apply to Rates for Regular Hours, Rate for Emergency, After Hours & Saturday, and Rate for Sunday & Holidays Services.

<u>The fixed hourly rate for Laborer</u> includes all necessary labor, hand tools, small power equipment, small riding mower, etc.

<u>The fixed hourly rate for Operator</u> includes all necessary landscape maintenance equipment such as front-end loader, back hoe, dump truck, tractor, trencher, etc.

The fixed hourly rate for Supervisor includes all necessary labor, hand tools, equipment, etc.

# 5.2 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

# 5.3 FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

#### 5.4 **SOLICITATION QUESTIONS**

All questions regarding this solicitation must be submitted in writing and directed to Amir Sakhi, Procurement Officer by e-mail <a href="mailto:asakhi@azdot.gov">asakhi@azdot.gov</a> or fax number (602) 712-3717, <a href="mailto:No later than July 3">No later than July 3</a>, <a href="mailto:2008.3:00">2008.3:00 P.M. MST.</a>

# **STATE OF ARIZONA CERTIFICATE OF INSURANCE**

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION

PROJECT TITLE: LANDSCAPE; ON CALL GENERAL LANDSCAPE LABOR FOR THE MOTOR VEHICLE DIVISION OFFICE IN PRESCOTT. ARIZONA

	RACT NUMBER: <u>T09-12-000</u>	04						
PRODUCER			COMPANIES AFFORDING COVERAGE			CURRENT A.M. BEST RATING		
					А			
INSURE	D			В				
				С				
				D				
THIS IS	TO CERTIFY THAT THE POLICIES OF INSURAN	NCE LISTED BELOW HAVE	BEEN ISSUED TO	THE INSU	RED NAMED ABOVE FOR TH	HE POLICY PERIOD INDICATED.		
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFE DATE (MM/DD/		POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	(,000)	
	GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  OCCURRENCE CLAIMS MADE  OWNER'S & CONTRACTOR'S PROT.  PER PROJECT  PRODUCT/COMPLETED  OPERATIONS					GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ \$ \$ \$	
	AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  HIRED AUTOS  NON-OWNED AUTOS  GARAGE LIABILITY					COMBINED SINGLE LIMIT  BODILY INJURY (PER PERSON)  BODILY INJURY (PER ACCIDENT)  PROPERTY DAMAGE	\$ \$ \$	
	PROFESSIONAL LIABILITY  TYPE  CLAIMS MADE OCCURRENCE					EACH OCCURRENCE AGGREGATE	\$ \$	
	EXCESS LIABILITY  ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					EACH OCCURRENCE AGGREGATE	\$ \$	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY					STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$	
	BUILDERS RISK							
	OTHER:							
STATE (	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:  STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS							
IT IS FU	BE EXCESS AND NOT CONTRIBUTORY INSUR, IRTHER AGREED THAT NO POLICY SHALL E N NOTICE TO THE STATE. THIS CERTIFICATE	EXPIRE, BE CANCELED OR	MATERIALLY C	HANGED T			T THIRTY (30) DAYS	
CERTIFICATE HOLDER / ADDITIONAL INSURED				AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY				
State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A MD 100P								
rnoen	ix, AZ 85007			SIGNATU DATE:	JRE			

RMD COI(9/1/93) Rev, 12/99

# ARIZONA DEPARTMENT OF TRANSPORTATION

# **COST ESTIMATE -- REPAIRS AND EXTRA WORK**

CONTRACT NAME:	CONTRACT NO.:				
LOCATION:					
DESCRIPTION OF REPAIR:					
LABOR:					
NO. HOURS: COST PER HOUR:	LABOR TOTAL \$				
EQUIPMENT OPERATOR:					
TYPE OF EQUIPMENT AND NUMBER OF HOURS EACH TYPE	PE:				
NO. HOURS: COST PER HOUR:	OPERATOR TOTAL \$				
MATERIALS: TYPE	COST				
1	\$				
2	\$				
3	\$				
4	\$				
5	\$				
6	\$				
MATERIAL TOTAL	\$				
ESTIMATED TOTAL COST OF REPA	IR: \$				
ESTIMATE PREPARED BY:	DATE:				
REPAIR AUTHORIZED BY	DATE <sup>.</sup>				

# PRICE SHEET

ATTACHMENT 1

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

# SOLICITATION NO. T09-12-00004

Landscape; On-Call General Landscape Labor for the Motor Vehicle Division Office in Prescott, Arizona.

Only Items 1, 2 and 3 for Regular Hours will be read at Bid Opening.

ANY CORRECTIONS / WHITE OUTS SHALL BE INITIALED OR BID MAY BE SUBJECT TO REJECTION.

**Regular Hours** 

	<del></del>		
Item No.	Description	Unit	Unit Price
1	Laborer	Hour	\$
2	Operator	Hour	\$
3	Supervisor	Hour	\$

**Emergency, After Hours & Saturday** 

Item No.	Description	Unit	Unit Price
1	Laborer	Hour	\$
2	Operator	Hour	\$
3	Supervisor	Hour	\$

Sunday & Holiday Service

Item No.	Description	Unit	Unit Price
item No.	Description	Offic	Unit Frice
1	Laborer	Hour	<b>\\$</b>
-		1.100	· ·
_			
2	Operator	Hour	\$
3	Supervisor	Hour	¢
J	ouper visor	I loui	Ψ

Company Name	Company Representative	
F PAYMENT IS MADE WITHIN	DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE OF	CAN BE

# OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street Suite A, 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211



# SOLICITATION NO. **T09-12-00004**

Submit this form with an original signature to the State.

			OFFER
	fers and agrees to perforn		e with all terms, conditions, specifications and amendments of this also acknowledges receipt of all pages indicated in the Table of
	ction Privilege Tax Licens	e Number	
Federal Employer Ide	entification		For clarification of this offer, contact:
			Printed Name
Offeror's	(Company) Name		Email Address
,	Address		Company Email Address
City	State	Zip	Signature of Person Authorized to Sign Offer
	Phone		Printed Name Date
r	Facsimile SI	—— MALL BUSII	Title IESS CERTIFICATION
business. A small bu dominant in its field, a than four million dolla	siness means a concern, and which employs fewer t ars in its last fiscal year (A.	including its a than one hund .R.S. §41-100	elow I certify that the bidding organization is qualified as a small filiates, which is independently owned and operated, which is not red full-time employees or which had gross annual receipts of less.). Procurements estimated to cost less than fifty thousand dollars ance with A.A.C. §41-2535.
		Siar	ature of Person Authorized to Certify Status as Small Business
ACC	CEPTANCE OF OFFER A		CT AWARD (FOR STATE OF ARIZONA USE ONLY)
Your bid is hereby ac	cepted.		
	bound to perform based or's offer as accepted by t		tation, including all terms, conditions, specifications, amendments,
This contract shall he	enceforth be referred to as	Contract No.	
Landscape; On-Call	General Landscape L	abor for the I	lotor Vehicle Division Office in Prescott, Arizona.
	eby cautioned not to comr tor receives a purchase or		ble work or provide any material, service or construction under this  State of Arizona
			Awarded this day of 2008
			Amir Sakhi As Procurement Officer and not personally_

#### State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if 1. You are a U.S. person (including a resident alien);

- 2. You are a vendor that provides goods or services to a n Arizona state agency; AND
- 3. You will receive payment from the State of Arizona.



Return completed form to the state agency with whom you do business, for review and authorization. See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

• Ty	pe of Request (N		,	1 .	Change (S	Select the typ	ne(s) of		D	☐ Entity Type	☐ Minority
Q 1	New Request		New Location additional Mail Code)	0		om the follow		☐ Main Informati	Address	Remittance Address	G ☐ Contact
• Ta	axpayer Identifica	ion Nu <u>mbe</u> i	(TIN) (Provid	le ONE C	Only)						
Socia	Security Number	SSN)	-		-	OR E	Employer Identifi	cation Numbe	er (EIN)	-	
• E	ntity Name Must F	rovide Lega	Name (*Mus	st match	SSN or FI	EIN given.	If Individual OF	Sole Proprie	torship enter First	, Middle, Last Na	ame.)
Legal	Name*										
• E	ntity Type Must se	elect one of t	he following (	Coding (	X#) is for i	nternal pu	rposes only)				
<b>O</b> In	idividual/Sole Proprieto	r or Sole Propri	ietor organized as	LLC, PLL	C (61)	O State	of Arizona employ	ee (1E) S	STATE HRIS EIN		
<b>O</b> 0	orporation NOT provi	ding health car	re, medical or leg	al service	s (5A)	O LLC, F	PLLC organized as	corporation NOT	providing health care	medical or legal se	rvices (5A)
<b>O</b> 0	orporation providing I	nealth care, me	edical or legal se	rvices (5N	<b>/</b> I)	O LLC, F	PLLC organized as	corporation pro	oviding health care n	nedical or legal ser	vices (5M)
<b>O</b> P	artnership, LLP or Pa	rtnership orga	nized as LLC or I	PLLC (5C	:)	O A state	e, a possession of	the US, or any	of their political subc	divisions or instrum	entalities (4G)
O A	n international organiza	ation or any of it	ts agencies/instru	mentalities	(5U)	C Other:	Tax Reportable E	ntity (5P)	escription		
От	he US or any or its po	litical subdivis	ions or instrumer	ntalities (2	2G)	C Other:	Tax Exempt Entit		escription		
O Sn	nority Business In nall Business (01) nall Business- African nall Business- Asian nall Business- Native nall Business- Native nall Business- Other Nall, Woman Owned Buall, Woman Owned	American (23 (24) c (25) American (27 Minority (05) susiness (06) siness- African usiness- Asian e tax information	American (29)	O Sma O Sma O Sma O Wor O Wor O Wor O Wor O Wor O Wor	all, Woman II, Woman C all, Woman O all, Woman nan Owned man Owned	Owned Bus Owned Busin Owned Bus I Business I Business- I Business- I Business- I Business- I Business-	African American Asian (18) Hispanic (19) Native American Other Minority (0	31)	Minority Owned Bu Minority Owned Bu Minority Owned Bu Minority Owned Bu Minority Owned Bu Non-Profit, IRC § 5 Non-Small, Non-Minor Business (00) Individual, Non-Bus here payment is to b	siness- Asian (32 siness- Hispanic siness- Native Am siness- Other Mino (01(c) (88) rity or Non-Woman Or siness (00)	(74) erican (15) ority (02)
Phone	#	Ext.		Fax			Email				
• Cer	tification	Exen	npt from back	up withh	olding		1				
2. The lam not a result 3. I am Certificatividen individu	1. Under Penalties of perjury, I certify that: 2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.  The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.										
Signa	ture				Tit	le			Date		
STAT	E OF ARIZONA <u>A(</u>	SENCY USE	ONLY – Agen	cy Autho	rization				VENDOR: DO	NOT WRITE BE	LOW THIS LINE
State I	IRIS EIN		Print Name					Signature			
AGY		Title			Phone #		Email			Date	
STAT	E OF ARIZONA <u>G</u>	NO USE ONL	_Y				VEN	IDOR & STAT	E AGNECY: DO	NOT WRITE BE	LOW THIS LINE
	S TIN Matching	Corporation C	ommission	VendorNi.	mber			Processed by	,	Date Processed	
☐ HR	IS GAO-03 C	<b>3</b> Other									
G	AO-W-9 Revised 04/	2008									

# ATTACHMENT 4 NON-COLLUSION AFFIDAVIT

#### ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, 100P Phœnix, Arizona 85007-3276 Phone: (602) 712-7211

# **SOLICITATION NO. T09-12-00004**

# **NON-COLLUSION AFFIDAVIT**

State of Arizona)	
County of ) ss	
	(Affiant)
tho	
the	(Title)
of	
	(Contractor)
the persons, corporation, or company who makes deposes and says:	s the accompanying Proposal, having first been duly sworn,
behalf of any person not herein naminduced or solicited any other Bidder	not sham or collusive, nor made in the interest or ed, and that the Bidder has not directly or indirectly r to put in a sham bid, or any other person, firm, or nd that the Bidder has not in any manner sought by tage over any other Bidder.
	(Signature)
	(Title)
Subscribed and sworn to before me this	
, 20	
Signature of Notary Public in and for	
the County of	
State of	

# ATTACHMENT 5 REFERENCES

#### ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, 100P Phœnix, Arizona 85007-3276 Phone: (602) 712-7211

# **SOLICITATION NO. T09-12-00004**

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 36 MONTHS. These references will be checked, so please make sure all information is accurate and current.

Α.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
Б	
B.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
C.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED: